No. 14/13/87-61.eb./184.—In pursuance of the provision of section 17 of the Industrial Disputes Act,1947 (Central Act No. XIV of 1947) the Governor of Harvers is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum—L. boto Casai, Read to price of the dispute between the work—man and the management of M/C E-in-Chief, PWD (B&R) Hery ma. Chandigarh versus Shri Prem Bahadur.

IN THE COURT OF SHRI P.L. KHANDUJA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ROHTAK

Reference No. 686 of 1992

SHRI PREM BAHADUR, S/O SHRI HARI BAHADUR, HOUSE NO. 896/28, BHARAT COLONY, ROHTAK ... Workman

versus

M/S. (1) ENGINEER-IN-CHIEF, P.W.D (B&R), HARYANA, CHANDIGARH, (2) S.D.O., P.W.D. (B&R), SUB-DIVISION NO. 4. ROHTAK ... Management

Present:

Shri S.S. Hooda, A.R. for the workman. Shri M.S. Bishnoi, A.D.A. for the management.

AWARD

In exercise of powers conferred by sub-clause (c) of sub-section (l) of Section 10 of the Industrial Disputes Act, 1947, the Governor of Haryana has referred the following dispute, between the parties, named above to this Court for adjudication,—vide Labour Department Endorsement No. SOV/Roh/143—91/27099—106, dated 22nd August, 1992:—

Whether the termination of services of Shui Prem Bahadur is justified and in order? If not, to what relief he is entitled?

- 2. After receipt of the order of reference usual notices were issued to the parties. The workman appeared and had filed demand notice which was received with the reference order and whereby his case is that he was appointed on 12th April, 1986 as Beldar and posted with A.L.J.E. under Rohtak Sub Division No. 4 and he continued his service since 12th April, 1986 to 10th December, 1990 and he had completed more than 240 days in a year but the management had terminated his service in contravention to provisions maintained under Section 25 of the I.D. Act i.e. withou giving any notice, notice pay or retrenchment compensation etc. and hece this claim petition filed that he be reinstated with continuity of service and full back wages.
- 3. The massement has appeared and filed the reply to the demand notice that the department is not covered by the Industrial Disputes Act; that claiment is not entitled to get any relief by his own acts and conducts; that he workman has not come to the Court with clean hands; it is admitted that the applicant was appointed on 12th April, 1986 and remained in service up a 8th December, 1990, but he was not a regular employee of the department and hence the demand notice of the applicant is liable to be dismissed.
- 4. Replication was filed by the workman. On the pleadings of the parties, the following issues were framed:
 - (1) Whether the termination order of services of Shri Prem Bahadur is right or legal and if not, so to what right he is entitled?
 - (2) Whether the respondent is not covered by I.D. Act ?
 - (3) Relief?
 - 5. My findings on the above issues are as under :-

Issue No. 1:

- 6. The workman has come into witness box as WW-1 and closed his evidence. The management has examined Shri Ved Parkash Sharma, S.D.E. of MW-1 and closed the evidence.
- 7. From the statement of workman it is proved that he had worked from the tan 240 days in a year and the management was made suggestion that have appear of and by wages of nation roll which is denied the suggestion. The workman also made to enter the late of the monthly payard also including the days he did not attend the duty. The suggestion nade to him that he had left the job

after December, 1990 of his own. No suggestion to made to him that he had not worked for more than 240 days in a year. Shri Ved Parkash Sharma, S.D.E. has made statement that the workman was appointed as Beldar on daily wages and he worked for 23 days in the month of July, 1986 and he remained absent from duty. He also made statement that workman was working on daily wages in work of Medical and when the work was over and there was no need of workman and therefore, he was dis-continued from service. Shri Ved Parkash also admitted that after the termination of the services of the workman, the work of construction continued and the work of contruction continuing.

8. The last plea of the learned A.R. for the management in the arguments that as the work was over and the services of the workman were dispelled with. When MW-1 also admits that the work still going and other person employed and I, therefore, no find in discontinuing the services of the workman as such I decide this issue in favour of the workman and against the management.

Issue No. 2:

9. This issue is not pressed or argued by the learned A.D.A. for the management and hence this issue is decided against the management.

Issue No. 3 (Relief):

10. Inview of my findings on the above issues, I accept the reference petition and demand notice of the workman and I hold that the workman is entitled to be reinstated with continuity of service but with 10 per cent back wages. The reference is answered and returned accordingly, with no orders as to costs.

P. L. KHANDUJA,

Dated: 2nd May, 1994.

Presiding Officer, Industrial Tribunal/Labour Court, Rohtak.

Endorsement No. 1227, dated 3rd May, 1994.

A copy is forwarded to the following:

- 1. Labour Commissioner, Haryana, Chandigarh.
- 2. Labour Officer, Rohtak.

P. L. KHANDUJA,

Presiding Officer, Industrial Tribunal/Labour Court,

No. 14/13/87-6Lab./185.—In pursuence of the provisions of section 17 of the Industrial Disputes Act 147 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak in respect of the dispute between the workman and the management of M/s Chief Administrator, HUDA (U.T.), Mani Majra and etc. versus Shri Bhoja Ram.

IN THE COURT OF SHRI P.L. KHANDUJA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ROHTAK

Reference No. 580 of 1992

between

SHRI BHOJA RAM, S/O SHRI RAM SARUP V.P.O. NOULTHA, DISTRICT PANIPAT .. Workman

and

THE MANAGEMENT OF M/S. (1) CHIEF ADMINISTRATOR, H.U.D.A. (U.T.) MANIMAJRA,

(2) EXECUTIVE ENGINEER, H.U.D.A. DIVISION NO. 2, KARNAL ... Management

Present :

Workman in person.

Shr! Jai Kumar, Clerk for the management.

AWARD

In exercise of powers conferred by sub-clause (c) of Sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Governor of Haryana has referred the following dispute, between the parties, named above to this Court for adjudication,—vide Labour Department Notification No. 3/25/90-3 Lab., dated 29th October, 1991:—

Whether the termination of services of Shri Bhoja Ram is justified and in order? If not, to what relief he is entitled?

2. The workman has made a statement that he has settled his dispute with the management and he withdraw his reference. In view of the statement of the workman the reference is dismissed as withdrawn. The reference is answered and returned accordingly, with no orders as to costs.

P. L. KHANDUJA,

Dated: 7th April, 1994

Presiding Officer, Industrial Tribunal/Labour Court, Rohtak,

Endorsement No. 1056, Dated 18th April, 1994

A copy, is forwarded, to the following:

- (1) Labour Commissioner, Haryana. Chandigarh.
- (2) Labour Officer, Karnal,

P. L. KHANDUJA,

Presiding Officer, Industrial Tribunal/Labour Court, Rohtak.

No 14/13/87-6Lab./186. In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Predising Officer. Industrial Tribunals cum—Labour Court, Roberk in respect or the dispute between the workman and the man generat of M/s M.D. Haryana Dairy Development Coop. Federation, Chandigath Versus Sh. Fatch Singh

IN THE COURT OF SHRI P. L. KHANDUJA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ROHTAK.

Reference No. 65 of 1988.

Between

SHRI FATEH SINGH S/O SHRI HIRA LAL, VILLAGE SANGHI, DISTT. ROHTAK, ... Workman.

and

THE MANAGEMENT OF M/S (1) MANAGING DIRECTOR, HARYANA DAIRY DEVELOP-MENT COOPERATIVE FEDERATION LTD., CHANDIGARH. (2) HARYANA DAIRY DEVELOPMENT COOPERATIVE FEDERATION LTD., ROHTAK.

Present:

Shri B. S. Dhull, Authorised Representative for the workman.

Mr. Kinra, Authorised Representative for the management.

AWARD

In exercise of powers conferred by Sub Clause(c) of Sub Section (1) of Section 10 of the Industrial Disputes Act, 1947, the Governor of Haryana has referred the following dispute, between the parties, named above, to this Court for adjudication, wide Labour Department Endstt. No. SOV/ID/Roh/212-87/5112-18, dated 11th February 1988:--

Whether the termination of services of Shri Fatch Singh is justified and in order? If not, to what relief he is entitled?

- 2. After receipt of the order of reference usual notices were issued to the parties. The workman appeared and tiled the claim statement that he was appointed as Security Gmemon on 28th January,1981,—vide order No. MPR ADMN 1097, dated 28th January, 1981. The workman performed his duties quite stisfactory and there was no complaint, no claim ge-sheet was over, issued to him nor any explanation called for and he continued in service upto 31st July, 1987 when his service was filegally terminated by the management as other regular security workmen were getting Rs, 1.000 P.M. At the time of termination notice or pay in lieu of notice and retrenchment commensation was paid to the Workman, therefore, the termination was in violation of Section 25 F of the 1.D. Act. The management did not follow the principles laid down in Section 25-G of the I.D. Act at the time of termination and he accordingly to be reinstated with continuity of service and full back wages.
- 3. The management has filled the withen statement that this Court has no jurisdication to adjudicate this case because on 31st July, 1987 the date of alleged termination of Shri Fatch Singh he was not a workman of the Plant is terms of Section 2 (s) of the I.D. Act. His status then was actually that of a contractor for suply of drinking water on the basis of his contractor agreement dated 1st February 1986 and extended upto 31st December, 1984 by virtue of Section 8 & 9 of the Indian Contract Act. Shri Fatch Singh had been held to be a contractor of the management by the learned A.D.J., Rohtak,--vide his order dated 28th January, 1989. There was no relationship of employer and employee between the parties at that time. On 30th July, 1981 the workman left the services of the plant as Security Gateman on 1st August, 1981 he reported again and at his own requests was appointed part-time water carrier on contract for supply of driaking water. His contractual terms as such was periodically extended till 7th March, 1985. On 8th March, 1985 he secured from the management yet another contract for running the Workers Canteen for supply of Tea and eatables on the basis of bis thumbled application dated 5th March, 1985 and the management order dated 19th March, 1985. This combine contract for water supply and canteen was extended uplo 31st January, 1986. After switching over to the contractors line he snapped his relationship as employee with the management, because he never requested the management for maintaining his lien as an employee/workman. As Canteen Contractor he had been paying rent for using the Plant premises and even applied for permission of this rent,—vide his application dated 5th April, 1985. Another corroborative factor of his contractorship for this period is his thumbled application dated 3rd. August, 1985 for raising the rates of refereshment served in his canteen contractor. This contract was thumb marked by Shri Patch Singh in the presence of two witnesses and also signed by the then Project Manager Shri Dev Upta even after 31st December, 1986 till 31st July, 1987 Shri Fateh Singh continued to perform his contractual functions as herete having agreed to do so verbally after 31st December, 1986 though he acclined to extend his contract in writing presumably prompted by ulterior motives. There is no question of violation of Section 25 of the ID. Act to the automatic cessation of tenure of his extended contract on 31st July, 1986 After expiry of his contract for water supply Shri Fatch Singh has engaged himself in gainfull employment and thus is not entitled to any back wages at all. In these circumstances the applicant claim for reinstatement and back wages is altogether untenable and be dismissed with costs
- 4. Replication was filed by the workman. On the pleadings of the parties, the following issues were framed :--
 - (I) As per terms of reference ?
 - (2) Whether this Court has no jurisdiction to try this case for want of relationship of employer and workman?
 - (3) Whether the applicant is engaged in painfully employment?
 - (4) Whe her the management is practising unfair labour practice?
 - 5. My findings on the above issues with reasons thereof are as under :-

Issue No. 1

- 6 Vide my order dated 28th April, 1994 I pass the order that Mr. Nagpal has no objection if the files of Fatch Singh V_S Milk Plant, Rohtak are be consolidated for purpose of the arguments. I shall take help of both the tilles while deciding Issue No. 1.
- 7. The workman was appointed,—vide order Ex. M-4 on the application moved by the wrokman, which is Ex. M-2 on the application moved by the applicant which is Ex. M-3 to the General Manager, Milk Plant, Rohtak. The appointment of the wokman took place,—vide order dated 19th March, 1985 as Contractor to run Milk Plant, workers canteen to Fatch Singh S/o Shri Hira Singh on payment of Rs. 350 P.M. on adhoc basis w.e.f. 8th March, 1985 to 30th June, 1986 and the workman was directed to deposit monthly rent of Rs. 50 in advance and depositing the security of Rs. 500,—vide Ex. M-5. The contract was extended upto 31st December, 1986 on the existed terms and conditions in the order No. RDP/MPR/ADMN/20 Acctts/85/5024-27, dated 1st July, 1985. Application of Shri Fatch Singh (Ex. M-6) requesting to General Manager

to payment of rent of the buildings. Ex. M-7 is the copy of the order passed by Shri R.P. Chabra, General Manager fixed the rates of eatable and Shri I atch Singh to supply on the rates mentioned in the order. Ex. M-8 is the application to General Manager for raising the rate of eatable—items. Ex. M-8 is agreement between Shri Fatch Singh and Project Manager. Ex. M-10 is the application of Fatch Singh in the name of General Manager for raising the monthly 450 to Rs. 500 for supply of water. Ex. MW-2/2 is the order passed by the General Manager to offer to work of water supply by Fatch Singh on 21st July, 1985 so,—inde Ex. MW-3/1 is the potable (drinking) water for the employees at Milk Plant, Rohtak on contract basis for the consumption and contract was given to Shri Fatch Singh on 29th June, 1987.

- 8. Ex. (MX is the photostat copy of the judgement passed by the learned A. D. J., Rohtak in appeal filed Haryana Dair; Development Cooperative Federation against Shri Fatch Singh under Section 17 of the Payment of Wages Act against the order dated 8th February, 1988/22nd February, 1988 of the Authority under the Payment of Wages Act, 1936, whereby he ordered the payment of Rs. 925 to the respondent as wages. The appeal was accepted and impugned order dated 8th February, 1988 was set aside but however, the present respondent shall withdraw the amount as contract money and not as wages.
- 9. Shri B.S. Dhull, the learned A.R. for the workman then made submission that from contents entered it is not proved that the workman was Contractor but he was employed by the management but the order passed by the learned A.D.J. has no application on this Court. The reference was placed (S) AIR 1957 S.C. 264 in case Bhagy Dharang idhra Chemical Works Ltd., Versus State of Saurashtra and others holding that the essential condition of a person being a workman within the terms of the definition in S. 2 (s) is that he should be employed to do the work in the industry, that there should be, in other words, an employment of his by the employer that there should be the relationship between the employer and him as between employer and employee or master and servant. Unless a person is thus employed there can be no question of his being a workman within the definition of the terms as contained in the Act. The prima facia test for the determination of relationship between master and servant is the existence of the right in the master to supervise and control the work done by the servant not only in the matter directing what work the servant is to do but also the manner in which he shall do his work.
- 10. The reference was also made M/s. Ambala Bus Syndicate (P) Ltd., Rup Nagar Versus Labour Court, Patiala and Ors. cited in 1985 (1) S.L.R. 52 holding that Labour has the jurisdiction to entertain and adjudicate upon an application against withholding salary of a worker. On this point the reference was also made 1987 (2) S.L.R. 84.
- 11. The learned A.R. for the management has placed on the file the written arguments which are that the application Ex. MW-2/1, dated 6th July, 1983 of Fatch Singh carrying his offer for filling matkas of water as also Shri I.P. Singh MW-2 noted thereon. This note is proved by Shri I.P. Singh and clearly tow that only Fatch Singh daily wager offered his contract for this work and he was recommended for this part-time contract at Rs. 10 per day for filling 10 markas of water daily. This proposal was approved by the then General Manager and sanction Ex. MW-2/2 was issued accordingly. The work "agreement" used in this sanction Fx. MW-2/2 is an unmistakable proof that Fateh Singh was allotted the contract of filling matkas of drinking water This logically and obviously also means that Fateh Singh volunt rily abondoned his previous service as Daily Wager (Secuirty man) of the plant to take up the contractor for water filling. WW-1 Mohinder Singh Asstt. of the plant said that Fateh Singh attendance (as a working of the plant) is not marked in the record from 1982 till 31st July, 1987. He also deposed that Fatch Singh was not required to attend the plant at 9.00 A.M. daily and that he could'd get the work of filling water in the matkas done through anybody and that no duty hours were prescribed for Fatch Singh. This witness further stated in examination in chief that from 81 to 83 Fatch Singh worked as contractor but a novice daily wager clerk erroneously entered his Fatch Singh name in the pay and bonus register as a workman as said clerk did not know his job. This adequate and satisfactory answer to the petitioner pleadings and deposition that he was paid bonus upto 1983 as workman Shri Mohinder Singh WW-2 also proved Ex. M-3 Fateh ngh application for taking canteen contract Ex. M-4 G.M. order on the basis of his application Ex. M-6 Fatch Singh application for increasing rates of tea and biscuits etc. as also for giving him the canteen premises free of rent. The witness also deposed during cross-examination that no provident fund was deducted from his payment and no service book was maintained for him. Fatch Singh denied his application for water/canteen contract etc. and G.M. orders Ex. M-1 to Ex. M-8 and he formal contract agreement Fx. M-9 is for supply of water. He howefer admitted (in cross) that he had been doing the work of water carrier upto 31st July, 1987 but not as Contractor. He even denied his thumb impression on agreement Ex.-M-9. Fatch Singh made significant admission (in cross) that he did not knew if his attenddance was marked in any register between the period mentioned above.
 - 12. Shri M.L. Dhiman Accounts Admn. Officer of the plant categorically asserted (in his cross-examination) that Fatch Singh had put his thumb impression on Ex. M-9 in his presence before attesting witnesses and the attesting witnesses Shri R.P. Chillar and Shri Raj Kumar also singed this agreement in his presence. The fact was further fortified by MW-4, Raj Kumar, the attesting witness of the agreement. These two witnesses also deposed that they have been taking tea and refreshment from the canteen run by Fatch Singh.

- 14. The overall conclusion emerging from the above oral and documentary evidence Ex. MW-2/1 to Ex. MW-2/2 and Ex. M-3 to Ex. M-9 is that after joining as daily wager securityman of the Milk Plant on 26th January, 1981 he started Contractorship. Fatch Singh definitely diverted the course of his carrier w.e.f. 6th July, 1981 from workman and opted to become watersupply contractor,—vide his application Ex. MW-2/1 and sanction to his contract of water carriage to Ex. MW-2/2. Thus he himself snapped his service carrier as workman voluntarily mentioned in the agreement deed Ex. M-9. After 1983 Fatch Singh never asked for bonus, leave etc. as he was not a workman. The petitioner voluntarily gave up his/contract on 31st July, 1987 when the water contract rate was reduced from Rs. 450 to Rs. 300,—vide Ex. MW-3/1.
- 15. In the context the prtitioner may invoke AIR 1957 SC -264 to prove that even while doing water supply work he is to be deemed as workman. This plea was taken up by Fateh Singh in his claim for wages for supply of water but it was held by the A.D.J., Rohtak,—vide his judgement Ex. MX dated 28th January, 1989 that Fateh Singh was contractor and no entitled to wages.
- 16. It is proved from the statement of workman himself that he was appointed in the Milk Plant and after that he left the job and he started the work of water carriage and used to get Rs. 350 P.M. It is so proved from Ex. M-2 to Ex. M-9.
- 17. When it is proved as the workman was appointed as Contractor and he used to get Rs. 375 P.M. Fatch Singh, workman had given in writing that the wager charges be raised Rs. 375 to 400 P.M. but the management has not accepted his plea and reduced to Rs. 300 P.M. It is so proved from Ex. MW-3/1 the order passed by Dev Gupta, Project Manager. The order passed by Dev Gupta is that the potable water for the employees at Milk Plant, Rohtak has been procured from outside the premises of Milk Plant on contract basis for the last many years because the water inside the premises was not fit for human consumption. For this purpose the expenditure of Rs. 450 P.M. had been sancioned earlier, but this arrangement was found to be unwieldy and cumbeersome. Now it has been possible after stranous efforts to arrange good potable water inside the premises of the plant. The expenditure on this head is legitimately required to be reduced. It has accordingly been decided that the expenditure for this spacific job should not exceed Rs. 300 P.M. w.e.f. 1st July, 1987. Suitable arrangements to implement this decision be made accordingly by 30th June, 1987. In case the previous contractor Shri Fa.ch Singh) is willing to undertake this job on the above remuneration of Rs. 300 P.M., his request can be considered sympathetically. From Ex. MW-3/1 it is clear that the workman was working as contractor and he was not employed by the management and thus it is proved that the appointment as Contractor and he was not workman of the management.
- 18. Shri R.C. Jain has made statement that Fateh Singh was joined in the respondent firm as workman if one employee of the management prefers to be a workman of respondent he does not become employee. It is proved from Ex. MW-3/1 that he was contractor then the order of A.D.J. is that it is proved that plaintiff is a contractor and not employee of the management. The learned A.R. for the workman made submission that the judgement passed by the learned A.D.J. is not binding in this Court. I do agree with this submission it is true that the order of the learned A.D.J. is not binding on this Court. The findings of the A.D.J. is any relevant as holding that directing one applicant was workman of the management or he was contractor.
- 19. I am of the view that learned A.D.J. rightly held that the applicant Fatch Singh was not the workman but he was Contractor and as such I am of the view that alleged relationship of employee and employer fails and I dicide this issue in favour of the management and against the workman.

Issue No. 2:

20. The learned A.R. for the management made submission that this Court has no jurisdiction as the decision has been proved that workman was a Contractor not a workman. When the workman as workman. I am of the view that this has Court locks jurisdiction. Hence this issue is decided against the management.

Issue No. 3:

21. This issue is not pressed or argued by the parties. Hence this issue is decided against the management.

Issue No. 4:

22. It is not proved that the management is conducting unfair labour practice. When the applicant was not a workman and was contractor. The management was within rights to the workman or not. Hence I decide this issue in favour of the management.

23. In view of my findings on the above I find no merits in this case and dismiss it. The applicant is not entitled to any relief. The reference is answered and returned accordingly, with no orders as to costs.

Dated the 14th May, 1994.

P. L. KHANDUJA,

Presiding Officer, Industrial Tribunal/Labour Court, Rohtak.

Endorsement, No. 1313., dated the 19th May, 1994

A copy is forwarded to the following:-

- 1. Labour Commissioner, Haryana, Chandigarh.
- 2. Labour Officer, Rohtak.

P. L. KHANDUJA,

Presiding Officer. Industrial Tribunal/Labour Court, Rohtak.

No. 14/13/87-6Lab./187.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak in respect of the dispute between the workman and the management of M/s. E-in-Chief, PWD (Public Heath), Haryana Chandigarh versus Shri Rattan Lal.

IN THE COURT OF SHRI P. L. KHANDUJA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ROHTAK

Reference No. 109 of 1990

between

SHRI RATTAN LAL, S/O SHRI MOHAN LAL, KOTHI NO. 78, SECTOR 14, SONEPAT .. Workman

(1) ENGINEER-IN-CHIEF, PWD (PUBLIC HEALTH), CHANDIGARH, (2) EXECUTIVE ENGINEER, PWD (PUBLIC HEALTH) CONSTRUCTION DIVISION, SONEPAT Management

Present:

None, for the workman.

Shri N. Kapil A.D.A., for the management.

AWARD

In exercise of powers conferred by sub-clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Governor of Haryana has referred the following dispute, between the parties, named above, to this Court for adjudication,-vide Labour Department Endorsement No. SOV/Sonipat/46-90/44154 -160, dated 28th November, 1990 :-

Whether the services of Shri Rattan Lal have been terminated or he has left the services by remaining absent? To what relief he is entitled after decision on this point?

The case was called several times but no one appeared on behalf of the workman. Hence this

reference dismissed in default, with no orders as to costs.

P. L. KHANDUJA,

Dated: 17th May, 1994

Presiding Officer, Industrial Tribunal/Labour Court, Rohtak.

Endorsement No. 1352, dated the 27th May, 1994

A copy, is forwarded, to the following: -

Labour Commissioner, Haryana, Chandigarh.

Labour Officer, Sonepat.

P. L. KHANDUJA.

Presiding Officer, Industrial Tribunal/Labour Court, Rohtak.